

## Agency for International Development

752.232-7

dependents transport or cause to be transported (whether or not at contract expense) privately owned automobiles to the Cooperating Country, or they or any of them purchase an automobile within the Cooperating Country, the Contractor agrees to make certain that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable company providing the following minimum coverages or such other minimum coverages as may be set by the Mission Director, payable in United States dollars or its equivalent in the currency of the Cooperating Country: injury to persons, \$10,000/\$20,000; property damage, \$5,000. The premium costs for such insurance shall not be a reimbursable cost under this contract. Copies of such insurance policies shall be preserved and made available as part of the Contractor's records which are required to be preserved and made available by the "Audit and Records—Negotiation" clause of this contract.

[53 FR 50632, Dec. 16, 1988, as amended at 54 FR 16122, Apr. 21, 1989; 62 FR 40470, July 29, 1997]

### 752.228-9 Cargo insurance.

As prescribed in 728.313(a), the following preface is to be used preceding the text of the clause at FAR 52.228-9:

PREFACE: To the extent that marine insurance is necessary or appropriate under this contract, the contractor shall ensure that U.S. marine insurance companies are offered a fair opportunity to bid for such insurance. This requirement shall be included in all subcontracts under this contract.

[53 FR 50632, Dec. 16, 1988]

### 752.228-70 Medical Evacuation (MEDEVAC) Services.

As prescribed in 728.307-70, for use in all contracts requiring performance overseas:

#### MEDICAL EVACUATION (MEDEVAC) SERVICES (MAR 1993)

(a) Contractors agree to provide medevac service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents while overseas under an USAID financed direct contract. Coverage shall be obtained pursuant to the terms of the contract between USAID and USAID's medevac service provider unless exempted in accordance with paragraph (b) of this clause.

(b) The following are exempted from the requirements in paragraph (a) of this clause:

(i) Eligible employees and their dependents with a health program that includes suffi-

cient medevac coverage as approved by the Contracting Officer.

(ii) Eligible employees and their dependents located at Missions where the Mission Director makes a written determination to waive the requirement for such coverage based on findings that the quality of local medical services or other circumstances obviate the need for such coverage.

(c) Contractors further agree to insert in all subcontracts hereunder to which the medevac coverage is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide medical evacuation services coverage and obtain medevac coverage in accordance with the contract between USAID and USAID's medevac service provider.

[59 FR 33447, June 29, 1994]

### 752.229-70 Federal, state and local taxes.

For contracts involving performance overseas the clauses prescribed in FAR 29.401-3 or 29.401-4 may be modified to specify that the taxes referred to are United States taxes.

### 752.231-71 Salary supplements for HG employees.

As prescribed in 731.205-71, for use in all contracts with a possible need or services of a HG employee. The clause should also be inserted in all subsequent sub-contracts.

#### SALARY SUPPLEMENTS FOR HG EMPLOYEES (OCT 1998)

(a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment and allowances for which the HG employee would qualify under HG rules or practice for the performance of his/hers regular duties or work performed during his/hers regular office hours. Per diem, invitational travel, honoraria and payment for work carried out outside of normal working hours are not considered to be salary supplements.

(b) Salary supplements to HG Employees are not allowable without the written approval of the Contracting Officer.

[64 FR 16649, Apr. 6, 1999]

### 752.232-7 Payments under time-and-materials and labor-hour contracts.

USAID uses the payment provision contained in FAR 52.232-7 in indefinite quantity contracts for professional services up to 120 days, as provided in

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USAIDAR 716.501(c). When this provision is used the following preamble will be included:

For the purposes of this clause certain terms shall be interpreted as follows:

The term *contract(s)* includes “delivery order(s)”; “hour(s)”, or “hourly” may be calculated in terms of “day(s)” or “daily (8 hours)”; and “materials” includes “other direct costs”.

[50 FR 11450, Apr. 3, 1986]

### 752.232-70 Letter of credit advance payment.

As required by 732.406-73 insert the following clause in contracts being paid by Letter of Credit.

#### LETTER OF CREDIT ADVANCE PAYMENT (OCT 1989)

(a) Payment under this contract shall be by means of a Letter of Credit (LOC) in accordance with the terms and conditions of the LOC and any instructions issued by the USAID Office of Financial Management, Cash Management and Payment Division (FM/CMP).

(b) As long as the LOC is in effect, the terms and conditions of the LOC and any instructions issued by FM/CMP constitute the payment conditions of this contract, superseding and taking precedence over any other clause of this contract concerning payment.

(c) If the LOC is revoked, payment may be made on a cost-reimbursement basis, in accordance with the other clauses of this contract concerning payment.

(d) Revocation of the LOC is at the discretion of FM/CMP after consultation with the contracting officer. Notification to the contractor of revocation must be in writing and must specify the reasons for such action. The contractor may appeal any such revocation to the contracting officer, in accordance with the Disputes clause of this contract. Pending final decision, payments under the contract will be in accordance with paragraph (c) of this clause.

[49 FR 13259, Apr. 3, 1984, as amended at 49 FR 33668, Aug. 24, 1984; 54 FR 46391, Nov. 3, 1989; 56 FR 67226, Dec. 30, 1991; 59 FR 33447, June 29, 1994]

### 752.245-70 Government property—USAID reporting requirements.

In response to a GAO audit recommendation, USAID contracts, except for those for commercial items, must contain the following preface and reporting requirement as additions to the appropriate Government Property clause prescribed by FAR 45.106.

## 48 CFR Ch. 7 (10-1-05 Edition)

*Preface:* to be inserted preceding the text of the FAR clause.

The term *Government furnished property* wherever it may appear in the following clause, shall mean (1) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor and (2) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this contract and identified by such officer as accountable. The term *government property*, wherever it may appear in the following clause, shall mean government-furnished property and non-expendable personal property title to which vests in the U.S. Government under this contract. Non-expendable property, for purposes of this contract, is defined as property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

*Reporting Requirement:* to be inserted following the text of the FAR clause.

*Reporting Requirements:* The contractor will submit an annual report on all non-expendable property in a form and manner acceptable to USAID substantially as follows:

#### ANNUAL REPORT OF GOVERNMENT PROPERTY IN CONTRACTOR'S CUSTODY

[(Name of contractor) as of (end of contract year), 19xx]

Motor vehicles	Furniture and furnishings—		Other nonexpendable property
	Office	Living quarters	
A. Value of property as of last report .....	.....	.....	.....
B. Transactions during this reporting period .....	.....	.....	.....
1. Acquisitions (add):			
a. Purchased by contractor <sup>1</sup> .....	.....	.....	.....
b. Transferred from USAID <sup>2</sup> .....	.....	.....	.....
c. Transferred from others, without reimbursement <sup>3</sup> .....	.....	.....	.....
2. Disposals (deduct):			
a. Returned to USAID .....	.....	.....	.....
b. Transferred to USAID—contractor purchased .....	.....	.....	.....
c. Transferred to other Government agencies <sup>3</sup> ..	.....	.....	.....
d. Other disposals <sup>3</sup> .....	.....	.....	.....
C. Value of property as of reporting date .....	.....	.....	.....
D. Estimated average age of contractor held property .....	.....	.....	.....
	Years	Years	Years

<sup>1</sup> Property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.